



# REQUEST FOR QUOTATION

## RFQ# HQ941240

Quotations are due by 3:00 P.M., Local Time  
January 30, 2009

### ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 W. Adams  
Phoenix, AZ 85007  
Phone: (602) 542-1040  
Fax: (602) 542-1741

Date: 1/21/09

### VENDOR NOTICE

#### THIS IS NOT A PURCHASE ORDER

The terms and conditions attached to this form should be reviewed and understood before preparing a quotation.

The Uniform Terms and Conditions and Uniform Instructions to Offerors are incorporated into this document by reference, and may be obtained by visiting: <http://www.azeps.az.gov/PoliciesDocuments/terms/UIOV7.pdf> for the Instructions, <http://www.azeps.az.gov/PoliciesDocuments/terms/UTCv7.pdf> for the Terms and Conditions. In accordance with A.R.S. 35-391.06 and 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Iran and Sudan.

In accordance with Arizona Revised Statute 41-2535(B), this purchase is restricted to small businesses, if practicable. By signing this form, the Offeror self certifies that it is a small business as defined above. Please check as many as applicable:

\_\_\_\_ I certify that my company is a Small Business. A Small Business is defined as a company having fewer than one hundred (100) employees or less than four million dollars (\$4,000,000) in gross receipts.

\_\_\_\_ I certify that my company is a Woman-Owned Business Enterprise (WBE). A WBE is defined as an enterprise where a woman owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

\_\_\_\_ I certify that my company is a Minority-Owned Business Enterprise (MBE). An MBE is defined as an enterprise where an ethnic minority owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

**Submit via Fax or in person  
to Location:**  
1740 West Adams, Room 303  
Phoenix, AZ 85007

**Delivery / Pick Up Location:**  
Arizona Department of Health Services  
Warehouse Receiving  
2500 E. Van Buren St.  
Phoenix, AZ 85008

**Procurement Technician:** ,  
Phone: (602) 542-1045 Fax: (602) 542-1741  
Email: [gonzalma@azdhs.gov](mailto:gonzalma@azdhs.gov)

Item	Description of Material or Service	Unit	
1	Regular Ground Roast Caffeinated Coffee	Estimated yearly usage: 84,480 ounces/404 cases	<b>Complete Price Sheet, Page Fourteen (14); actual need will be funded by a Purchase Order</b>
1	Regular Ground Roast Decaffeinated Coffee	Estimated yearly usage: 57,600 ounces/254 cases	<b>Complete Price Sheet, Page Fourteen (14); actual need will be funded by a Purchase Order</b>
	Sales Tax; Arizona State Hospital is Tax Exempt		<b>N/A</b>

#### THIS SECTION MUST BE COMPLETED BY VENDOR

Company Name	Address	City	State	Zip Code	Phone No.	Fax No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title

Chief Procurement Officer: \_\_\_\_\_

Date: \_\_\_\_\_

# SPECIAL INSTRUCTIONS TO OFFERORS

## REQUEST FOR QUOTATION # HQ941240

**A. SUBMISSION:**

Quotations shall be signed by the Offeror where applicable and delivered as designated no later than the date and time indicated on the first page of the document.

**B. INQUIRIES:**

All inquiries must be submitted in writing to the Solicitation contact person, and within five (5) days before the Offer due date and time to allow sufficient time for question review and response.

**C. IDENTIFICATION:**

Offeror agrees to provide a federal identifier (EIN or SSN) for the purposes of reporting to the appropriate taxing authorities, monies paid by the State under this Contract.

**D. OPENING:**

This is an informal quotation, which will not be read at a public opening; however, the information may be publicly reviewed after an award.

**E. STANDARD PROVISIONS:**

The State of Arizona's Uniform Instructions and Uniform Terms and Conditions, where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the A.D.H.S. Procurement Office or may be viewed at Arizona Department of Administration webpage at [www.azdoa.gov](http://www.azdoa.gov).

**F. TAXES:**

The State of Arizona is exempt from Federal excise Tax, including the Federal Transportation Tax.

**G. BID REJECTION:**

The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.

**H. ERASURE:**

Erasures, inter-lineation or other modifications must be initialed by the individual signing the Request for Quotation.

**I. UNIT PRICE:**

In case of error in the extension prices in the Quotation the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the vendor in preparing the Quotation confers no right for the withdrawal of the quotation after it has been opened.

**J. EVALUATION:**

Award shall be made based on the lowest price, and the responsible and responsive bidder whose bid conforms in all material respect to the requirements set forth in the request for quotation, and is determined to be the most advantageous to the State.

**K. NEGOTIATIONS:**

Negotiations may be held.

**L. PAYMENT:**

The State will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any offer that requires payment in less than thirty (30) calendar days shall not be considered.

<p style="text-align: center;"><b>SPECIAL INSTRUCTIONS TO OFFERORS</b> <b>REQUEST FOR QUOTATION # HQ941240</b></p>
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**M. ARIZONA PROCUREMENT CODE:**

The Arizona Procurement Code (A.R.S. Title 41), Chapter 23 is available at most public libraries; A.C.C.R. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the D.H.S. Procurement Office. They may be viewed at Arizona Department of Administration webpage at <http://www.azdoa.gov/>

**N. REASONS FOR CANCELLATION:**

Failure to provide materials, supplies or instruments in accordance with specifications or failure to meet the stated delivery commitment shall be cause for IMMEDIATE cancellation of the Contract.

**O. ADDITIONAL TERMS AND CONDITIONS:**

Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.

**P. NON EXCLUSIVE CONTRACT:**

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the rights to obtain like goods or services from another source when necessary. Off-contract purchase authorization (SPO form 150) may only be approved by the State Procurement Administrator. Approval shall be at the exclusive discretion of the State Procurement Administrator and shall be final. However, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona Procurement Code.

**Q. SUSPENSION OR DEBARMENT CERTIFICATION:**

By signing the offer section of the offer and acceptance, Page One (1) of this document, the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a Contract. The State also may exercise any other remedy available by law.

**R. PUBLISHED CATALOG AND PRICE LIST**

Bidder shall provide a copy of their published standard catalog and price list with the bid.

# **SPECIAL TERMS AND CONDITIONS**

## **REQUEST FOR QUOTATION # HQ941240**

### **A. PURPOSE:**

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a Contract for the materials or services as listed herein.

### **B. CONTRACT TYPE:**

☒ Fixed Price

### **C. TERM OF CONTRACT:**

The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years or \$50,000, whichever comes first, unless terminated, canceled or extended as otherwise provided herein.

### **D. CONTRACT EXTENSION:**

ADHS may, by mutual written Contract amendment, extend any resultant Contract in up to twelve (12) month increments for a maximum of two (2) years. The Contract term shall not exceed a total of five (5) years from the date of Contract award, or \$50,000, whichever comes first.

### **E. NON-EXCLUSIVE CONTRACT:**

Any Contract shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

### **F. ORDER PROCESS:**

The award of a Contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under Contract with ADHS is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and Contractual remedies available to the State inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

### **G. VOLUME OF WORK:**

The Arizona Department of Health Services does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

### **H. CONTRACTOR PERFORMANCE REPORTS:**

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the ADHS Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Procurement Specialist for approval of the plan.

### **I. INFORMATION DISCLOSURE:**

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the Contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

# **SPECIAL TERMS AND CONDITIONS**

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### **J. EMPLOYEES OF THE CONTRACTOR:**

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the ADHS or the State. The Contractor shall comply with the Social Security Act, Worker's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

### **K. AUTHORIZATION FOR PURCHASE OF GOODS AND SERVICES:**

Authorization for purchase of goods and services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to charge for items up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for items in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless: a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of goods and services under this Contract.

### **L. PAYMENT PROCEDURES:**

ADHS accounting will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Vendor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them to the ADHS Accounting Office for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring Contract rights and responsibilities to the new Contractor. ADHS must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

### **M. PAYMENT:**

All invoices shall include delivery time, and contractual payment terms. Items are to be identified by the name, product number, Contract number, line item number, and serial number if applicable. Any Contract release order issued by the requesting agency shall refer to the Contract number and line item number(s).

### **N. FINANCIAL MANAGEMENT:**

For all Contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services funded programs shall be used by the Contractor in the management of Contract funds and by the ADHS when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

State Funding. Contractors receiving state funds under this Contract shall comply with the certified Compliance provisions of A.R.S. § 35-181.03.

Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

### **O. INSPECTION AND ACCEPTANCE:**

All services, data and required reports are subject to final inspection, review, evaluation and acceptance by the ADHS. The ADHS may withhold payment for services that are deemed to not meet Contract standards.

# **SPECIAL TERMS AND CONDITIONS**

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### **P. PRICE ADJUSTMENT**

Contractor prices accepted and subsequently awarded by a Contract shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the Contract has been in effect for one (1) year. The ADHS Procurement Office will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested, including information contained in the Consumer Price Index or similar official cost analysis to support any requested price increase. Any price increase adjustment, if approved, will be effective upon execution of a written Contract amendment. Likewise, the Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers. Price reductions will become effective upon execution of a Contract amendment.

### **Q. OFFSHORE PERFORMANCE OF WORK PROHIBITED:**

Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

### **R. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT**

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and Subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or Subcontractor is complying with the warranty under paragraph 1.

### **S. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:**

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

## **SPECIAL TERMS AND CONDITIONS**

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#### **T. PANDEMIC CONTRACTUAL PERFORMANCE:**

1. The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a Contract. At a minimum, the pandemic performance plan shall include:
  - 1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce;
  - 1.2 Alternative methods to ensure there are products in the supply chain; and
  - 1.3 An up to date list of company contacts and organizational chart.
2. In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights:
  - 2.1 After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections, if the Contractor cannot perform to the standards agreed upon in the initial terms;
  - 2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code; and
  - 2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform the State, at its sole discretion, may reinstate the temporarily voided Contract(s).

#### **U. INDEMNIFICATION:**

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

#### **V. INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

# SPECIAL TERMS AND CONDITIONS

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1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1.1 Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$1,000,000
Products – Completed Operations Aggregate	\$ 500,000
Personal and Advertising Injury	\$ 500,000
Blanket Contractual Liability – Written and Oral	\$ 500,000
Fire Legal Liability	\$ 25,000
Each Occurrence	\$ 500,000

- 1.1.1 The policy shall be endorsed to include the following additional insured language: **“The Arizona Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”; and**

- 1.1.2 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**1.2 Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
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Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$100,000

- 1.3.1 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor; and.

- 1.3.2 This requirement shall not apply to: Separately, EACH Contractor or subcontractor exempt under A.R.S. 23-901, AND when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

2. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 2.1 The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract;
- 2.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources; and
- 2.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.



## SPECIAL TERMS AND CONDITIONS

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3. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **The Arizona Department of Health Services, Procurement Office, 1740 West Adams Street, Room 303, Phoenix, Arizona 85007**, and shall be sent by certified mail, return receipt requested.
4. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
5. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
  - 5.1 All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of Contract; and
  - 5.2 All certificates required by this Contract shall be sent directly to **The Arizona Department of Health Services, Procurement Office, 1740 West Adams Street, Room 303, Phoenix, Arizona 85007**. The State of Arizona project/Contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**
6. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
7. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
8. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

#### **W. ESTIMATED QUANTITIES:**

ADHS anticipates activity under this Contract; however, no commitment of any kind is made concerning volume of service requested. The amount reflected on the price sheet area is an annual estimate only.

#### **X. DELIVERY:**

Delivery shall be made within seven (7) business days of receipt of a Purchase Order.

#### **Y. SHIPPING-FOB DESTINATION:**

Prices shall be F.O.B. destination, to include but not limited to all freight and/or fuel surcharges to the Arizona Department of Health Services Warehouse 2500 E. Van Buren St., Phoenix, AZ 85008. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. ADHS will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection. Non-compliance could result in the cancellation of the Request for Quotation.

#### **Z. PACKING SLIP:**

<p style="text-align: center;"><b>SPECIAL TERMS AND CONDITIONS</b> <b>REQUEST FOR QUOTATION # HQ941240</b></p>
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Each shipment shall include a packing slip showing the Contract number and the quantity being shipped. All invoices and shipments issued under this Contract will identify and reference the Purchase Order number. Any shipments received without a Purchase Order Reference number on all shipping cartons will not be accepted.

**AA. NEW PRODUCTS:**

New products announced by manufacturers on Contract may be submitted by the Contractor for add-on to the existing Contract. Pricing shall be equivalent to the percentage discount for each brand or class of product originally offered.

**BB. DEFECTIVE PRODUCTS:**

All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the ADHS within seven (7) business days of initial notification.

**CC. INVENTORY:**

ADHS has an ongoing requirement for the material indicated in this Contract. It is an express condition of any award that a Contractor shall maintain a reasonable stock on hand for delivery to the location herein. Failure to maintain such a stock may result in Contract cancellation.

<p style="text-align: center;"><b>SPECIFICATIONS</b> <b>REQUEST FOR QUOTATION # HQ941240</b></p>
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**A. Background**

The Arizona Department of Health Services (ADHS) Warehouse located at 2500 East Van Buren Street, Phoenix, Arizona 85008, is responsible for the procurement, storage and distribution of coffee products for the patients and residents of the Arizona State Hospital (Hospital) and residents in the Arizona Community Protection and Treatment Center (ACPTC).

The Hospital is a unit of the Division of Behavioral Health Services (BHS) of ADHS. It is established and operated under A.R.S. 36-202 "for the care and treatment of persons with mental disorders and persons with other personality disorders or emotional conditions who will benefit from care and treatment." The Arizona State Legislature enacted A.R.S. 36-3701 in the 1997 legislative session requiring the housing of "sexually violent persons" (SVP) at the ACPTC program.

The Hospital's Mission Statement: "To restore and enhance the mental health of persons requiring psychiatric services in a safe and therapeutic environment" encompasses all aspects of the patient's daily life, treatment, and environment.

The Hospital's current population is approximately 275 patients and the ACPTC's current population is approximately 70 residents. The Warehouse procures an estimated 404 cases of caffeinated coffee and 254 cases of decaffeinated coffee for the residents and patients each year.

**B. OBJECTIVE:**

The Arizona Department of Health Services (ADHS) would like to establish a Contract for Coffee products for the patients/residence of the Arizona State Hospital to be stored and maintained in the ADHS Warehouse.

**C. SPECIFICATIONS:**

1. Coffee shall be:
  - 1.1 Regular ground roast caffeinated and decaffeinated;
  - 1.2 Packaged in fourteen (14) to sixteen (16) ounce vacuum-sealed pouches;
  - 1.3 Coffee shall not be mixed with any other ingredients or flavors;
  - 1.4 A fine ground coffee bean and medium strength for an only automatic drip coffee machine; and
  - 1.5 Have a minimum shelf life of six (6) months.

**D. REQUIREMENTS:**

1. All cases shall be labeled with the purchase order number, order date and expiration date on the end of each case of coffee;
2. Delivery shall be made on an as needed basis within seven (7) business days after receipt of order;
3. Completed Price Sheet shall include discount and catalog of all available products;
4. All invoices and shipments will identify and reference a Purchase Order number. Any shipments without a Purchase Order number on all shipping cartons and paperwork accompanying the shipment will not be accepted; and
5. Certificate of Insurance, as specified within the Special Terms and Conditions within five (5) business days of Contract Award.

<div style="text-align: center;"><b>SPECIFICATIONS</b> <b>REQUEST FOR QUOTATION # HQ941240</b></div>
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**E. APPROVALS:**

1. Invoices shall be submitted to:

Department of Health Services  
Accounting Office  
1740 W. Adams, Room 302  
Phoenix, AZ 85007

**F. DELIVERABLES:**

The Contractor shall submit to the ADHS:

1. Coffee products as described upon request;
2. Certificate of Insurance

**G. Notices, Correspondence and Reports**

Notices, correspondence, reports and invoices from the Contractor to ADHS shall be sent to:

Gary Dash, Asset and Materials Manager  
Arizona State Hospital  
ADHS Warehouse  
2500 East Van Buren Street  
Phoenix, Arizona 85008  
(602) 220-6237  
[gdash@azdhs.gov](mailto:gdash@azdhs.gov)

Notices, Correspondence and Reports from ADHS to the Contractor shall be sent to:  
(Contractor to complete)

Contractor	_____
Attention:	_____
Address	_____
Address	_____
City, State, ZIP	_____
Phone	_____
Fax	_____
Email	_____

<p style="text-align: center;"><b>SPECIFICATIONS</b> <b>REQUEST FOR QUOTATION # HQ941240</b></p>
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Payments from ADHS to the Contractor shall be sent to:  
(Contractor to complete if different from above)

Contractor \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

# PRICE SHEET

## REQUEST FOR QUOTATION # HQ941240

Product Description	Estimated Yearly Usage Only *	Price per ounce	Price per package	Extended Case Price
Coffee Standard Yield Blend	404 cases, equivalent to 84,480 ounces			
Manufacturer's Name _____				
Brand Name _____				
Product No. _____				
Quantity per case _____				
Ounces per package _____				
Coffee Decaffeinated	254 cases, equivalent to 57,600 ounces			
Manufacturer's Name _____				
Brand Name _____				
Product No. _____				
Quantity per case _____				
Ounces per package _____				
Percentage Off of other standard published catalog items.  Pricing shall be FOB Destination, including but not limited to all freight and fuel charges  * Estimated Quantities are informational only. ADHS does not guarantee any volume, as per the Special Terms and Conditions.		Percentage Discount		_____ %